



.....2018

Framework Agreement for the provision of Software and/or Services

SIMPSON ASSOCIATES INFORMATION SERVICES LIMITED <sup>(1)</sup> and  
[●] <sup>(2)</sup>

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**THIS AGREEMENT** is made on ..... 2017

**BETWEEN**

- (1) **SIMPSON ASSOCIATES INFORMATION SERVICES LIMITED** (company number 03442572) whose registered office is at Regency House, Westminster Place, York, YO26 6RW ("**Simpson Associates**").
- (2) [●] (company number [●]) whose registered office is at [●] (the "**Customer**").

**OPERATIVE PROVISIONS**

**PART A: APPOINTMENT, ORDER PROCESS AND SERVICES**

1. APPOINTMENT

- 1.1 Simpson Associates agrees to procure and/or provide the Services and/or Software, with effect from the Effective Date, on the terms set out in this Agreement (including the relevant Order Form) for the benefit of the Customer and any Authorised Party which from time to time uses the Services and/or the Software.
- 1.2 Nothing in this Agreement shall prevent Simpson Associates from supplying software or services that are the same as, or similar to, the Services and/or the Software (in whole or in part) to any third party.
- 1.3 The Customer shall order the Services and/or Software using an Order Form. Each Order Form shall specify the Software and/or the Services, the applicable Charges and any other relevant details.

2. QUOTATIONS

- 2.1 A Quotation provided by Simpson Associates is an invitation to order the Software and/or the Services but is not an offer by Simpson Associates. Quotations are valid for the period specified within the Quotation and, if no such period is specified, a Quotation shall be valid for sixty (60) days from the date of the Quotation (**Validity Period**).
- 2.2 The Customer's order is an offer to purchase the Software and/or the Services specified in the Quotation, subject to and in accordance with the terms of this Agreement.
- 2.3 Unless otherwise agreed, no Order Form may be cancelled by the Customer except with Simpson Associates' written agreement and on terms the Customer shall indemnify and hold harmless Simpson Associates from and against all Losses incurred by Simpson Associates as a result of the cancellation.

3. ORDER FORM PROCESS

- 3.1 Both parties shall comply with the following Order Form process:
  - 3.1.1 the Customer shall notify Simpson Associates of its requirements in connection with any request it makes for Software and/or Services;
  - 3.1.2 Simpson Associates shall prepare a draft Order Form on the basis of the information the Customer provides to Simpson Associates regarding the Customer's request for the Software and/or the Services. Simpson Associates shall submit the draft Order Form to the Customer and shall indicate whether the Software and/or Services specified in the draft Order Form are charged on a Time and Materials Basis or Fixed Price Basis in the Charges and payment section of the Order Form;

- 3.1.3 the Customer shall review the draft Order Form to ensure that the Customer's requirements as documented in the draft Order Form are complete and accurate in all material respects. The Customer shall respond to Simpson Associates in writing or by email within ten (10) Business Days of submission of the draft Order Form to notify Simpson Associates of the Customer's acceptance or rejection of the draft Order Form (including comprehensive details of any amendments it may require to the draft Order Form if notifying rejection);
- 3.1.4 if the Customer notifies Simpson Associates that it rejects the draft Order Form, the parties shall use reasonable endeavours to agree necessary changes to the draft Order Form, so the draft Order Form is to the Customer's satisfaction;
- 3.1.5 if the parties cannot agree a revised draft Order Form, Simpson Associates shall withdraw the draft Order Form and no further action shall be taken in respect of such Order Form, although either party may escalate such failure to agree in accordance with Clause 17.
- 3.2 If the Customer notifies Simpson Associates that it accepts the draft Order Form in accordance with Clause 3.1.3 or Clause 3.1.4, the Customer shall issue a signed copy of the Order Form to Simpson Associates within a reasonable period of time after such notification.
- 3.3 Each Order Form will be deemed to incorporate the terms of this Agreement and shall form a separate contract between the parties which will become effective upon signature by the authorised representatives of both parties (as notified to each other in writing from time to time).
4. SERVICES
- Service Provision
- 4.1 On and from the relevant Services Commencement Date until the end of the relevant Order Form term, Simpson Associates shall perform the Services described in the Order Form for the Customer in accordance with and subject to the terms of this Agreement and the relevant Schedules referred to in the Order Form.
- 4.2 Simpson Associates shall endeavour to meet any performance dates for the Services specified in the Order Form, but any such dates shall be approximate only and time of performance of the Services is not of the essence.
- 4.3 Subject to the terms of the relevant Order Form, Simpson Associates reserves the right to make any changes to the Services which are necessary to comply with any Applicable Laws or safety requirement, or which do not materially affect the nature or quality of the Services.
- 4.4 The Customer shall not postpone performance of the Services for any duration (a "Pause") except with the prior written consent of Simpson Associates. If Simpson Associates agrees to a Pause for a period which will last one week or longer, Simpson Associates may charge the Customer for the Pause on the terms set out at Clause 4.5. The parties agree that Simpson Associates is discharged from any liability arising as a result of such delay in performance of the Services resulting from the Customer's postponement request.
- 4.5 Where Simpson Associates agrees to a Pause with a duration of one week or longer, Simpson Associates may charge the Customer for: (i) all work that Simpson Associates carries out prior to the Pause; and (ii) for all costs that Simpson Associates has reasonably incurred in anticipation of providing the Services during the Pause, including all work that Simpson Associates has scheduled to deliver during the total period of the Pause. Simpson Associates shall charge the Customer on the basis of the day rates and other applicable charges as set out in the Order Form or as otherwise agreed in writing between the parties.

#### Standard of Service Provision

- 4.6 Subject to Clause 4.1, and unless otherwise agreed in an Order Form, Simpson Associates warrants to the Customer that the Services will be performed using reasonable skill and care in accordance with the Specification.

#### Services performance locations

- 4.7 Simpson Associates shall perform the Services at Simpson Associates' premises or at any other location as the parties may agree from time to time.

#### Exclusions from the warranty

- 4.8 Simpson Associates shall not be liable under Clause 4.6 if:
- 4.8.1 the Charges for the relevant Services have not been paid by the due date for payment;
  - 4.8.2 the relevant Services are provided based on inaccurate or misleading information provided by the Customer;
  - 4.8.3 the Services are provided in accordance with the instructions of the Customer; or
  - 4.8.4 the Customer is in breach of its obligations under this Agreement.

#### Warranty Limitations

- 4.9 Simpson Associates shall have no obligation to perform the Services where defects arise from:
- 4.9.1 items which enable Simpson Associates to perform its obligations under the Order Form being missing or defective (including without limitation, electricity lines or cables, control or main fuses, or energy supply); and
  - 4.9.2 use of the Software in combination with any equipment or software not provided or procured by Simpson Associates or any fault in any such equipment or software.
- 4.10 Simpson Associates shall have no liability for:
- 4.10.1 defects which arise from defective installations, upgrades and/or migrations (unless such defect is caused directly by Simpson Associates);
  - 4.10.2 the Customer's misuse, incorrect use of or damage to the Software;
  - 4.10.3 malfunctions of the Customer's system infrastructure or operating system;
  - 4.10.4 the Customer's failure to maintain the necessary operational or environmental conditions for use of the Software (including but not limited to additions or changes to hardware, operating systems, compilers or third party software);
  - 4.10.5 alteration, modification, repair or servicing of the Software by any person other than Simpson Associates; or
  - 4.10.6 relocation of the Software by any person other than Simpson Associates.
- 4.11 In such circumstances where additional services to the Services are required to correct any issues or defects with the Services and/or Software as referred to in Clause 4.10, Simpson Associates may (at its discretion) perform services which are in addition to any Services specified in an Order Form and the Customer shall pay for such additional services in accordance with Clause 7.

## Acceptance testing

4.12 Where, in connection with the provision of Professional Services, the parties have agreed that acceptance testing is to be carried out in respect of identified deliverables, that shall be identified in (or appended to) the relevant Order Form, together with:

4.12.1 details of the applicable acceptance testing criteria; and

4.12.2 a timetable for performance of the acceptance tests

which shall be carried out by Simpson Associates. Simpson Associates shall use reasonable endeavours to perform the acceptance tests in accordance with the criteria and timescales agreed in accordance with this Clause 4.12.

4.13 Following the acceptance tests referred to in Clause 4.12, if the relevant deliverables have met the agreed acceptance testing criteria in all material respects, those deliverables shall be deemed accepted. If, however, the Customer considers that the relevant acceptance testing criteria have not been met in all material respects, it must notify Simpson Associates accordingly in writing within four (4) days of completion of the relevant acceptance tests (together with details of the alleged non-conformance).

4.14 If Simpson Associates confirms to the Customer that it has a valid claim in relation to non-conforming deliverables which has been notified to Simpson Associates under Clause 4.13, Simpson Associates shall take reasonable steps to rectify the relevant defects at its own cost and within a reasonable period of time. No representation or warranty is given by Simpson Associates that all defects will be fixed or will be fixed within a specified period of time.

4.15 Unless otherwise agreed in an Order Form, the remedies set forth in Clause 4.14 shall be the Customer's sole and exclusive remedy for any non-conforming deliverables supplied by Simpson Associates, and Simpson Associates shall have no further liability to the Customer in respect of such deliverables.

4.16 The Customer shall be deemed to have accepted the relevant deliverables where the Customer has not notified Simpson Associates of any defects in accordance with Clause 4.13.

## 5. CUSTOMER OBLIGATIONS

5.1 The Customer grants Simpson Associates and Simpson Associates' Personnel full, safe and uninterrupted access (including remote access, where appropriate) to the premises, systems and software of the Customer or any other entity as may reasonably be required for the purpose of Simpson Associates performing its obligations under the Order Form, in particular to perform the Services. Unless otherwise agreed in an Order Form, such access shall be permitted within Business Hours.

5.2 To enable Simpson Associates to fully provide the Software and/or the Services, the Customer shall:

5.2.1 co-operate with Simpson Associates in performing the Services and provide any assistance or information as may reasonably be required by Simpson Associates;

5.2.2 make available a person familiar with the Customer's systems and site to liaise with Simpson Associates;

5.2.3 promptly provide Simpson Associates with such information and documentation as it may reasonably request for the provision of the Software and/or the Services and ensure that such information and documentation is true, accurate, complete and not misleading and will not subject Simpson Associates to any valid claim for infringement of any Intellectual Property Rights of any third party;

- 5.2.4 obtain and maintain in full all third party consents, licences and rights required by Simpson Associates for the provision of the Software and/or the Services and where the Services are to be performed at the premises of the Customer or any other entity, the Customer shall provide or arrange for the provision of adequate working space and facilities for use by Simpson Associates Personnel and take reasonable care to ensure their safety by notifying them in advance of any of the policies of the Customer which must be complied with on site;
- 5.2.5 respond as fully as reasonably practicable to all reasonable communications of Simpson Associates relating to the Services;
- 5.2.6 maintain appropriate and adequate information security, back-up, data recovery, disaster recovery and policies and procedures in accordance with Good Practice;
- 5.2.7 inform Simpson Associates if the Customer becomes aware of any issue which it considers might materially affect the ability of Simpson Associates to provide the Services in accordance with the provisions of this Agreement; and
- 5.2.8 where Simpson Associates shall reasonably require, make available to Simpson Associates for consultation and guidance staff that are familiar with the Customer's organisation, operations and business practices.

## 6. SUPPLIER RELIEF

- 6.1 Simpson Associates shall not be in breach of this Agreement and shall not be liable for any failure to perform its obligations under this Agreement if such failure is caused by the Customer's failure to fulfil, or to procure the fulfilment of, any Customer Obligations.
- 6.2 Where the Customer commits a breach of any of the Customer Obligations, Simpson Associates shall (without affecting any of its other rights or remedies) be entitled to suspend the performance of part or all of the Services until such time as the Customer Obligation is successfully completed or performed or this Agreement is terminated in accordance with Clause 12.
- 6.3 The Customer will indemnify and hold harmless Simpson Associates from and against all Liabilities which Simpson Associates incurs or suffers in respect of any non-compliance with the Customer Obligations.

## PART B: CHARGES AND PAYMENT, LIABILITY, WARRANTIES AND INDEMNITIES

### 7. CHARGES AND PAYMENT

#### Charges

- 7.1 In consideration of Simpson Associates providing the Software and/or performing the Services from time to time, the Customer shall pay the Charges in full on the due date set out in the relevant Order Form and without set-off or counterclaim in respect of any liability of Simpson Associates.
- 7.2 Unless agreed to the contrary by the parties in an Order Form, all payments due under the Agreement are subject to the receipt by the payer of a valid value added tax invoice and shall be paid within thirty (30) days after the date of the invoice.
- 7.3 If the performance of the Services is suspended or terminated for any reason and the Charges for such Services are due to Simpson Associates, Simpson Associates may raise an invoice in respect of the Services performed by Simpson Associates which the Customer shall pay by the due date for payment specified in such invoice.

- 7.4 Any amount due to Simpson Associates is not duly made or received unless and until the amount is received by Simpson Associates in cash or cleared funds.
- 7.5 Reasonable out-of-pocket expenses may be charged by Simpson Associates on production of reasonable evidence of expenditure to the Customer.
- 7.6 The Charges are exclusive of value added tax, which shall be added to the Charges and paid by the Customer in accordance with this Clause 7.

#### Default interest

- 7.7 If the Customer fails to pay any sum due and payable under the Agreement by the due date, interest in accordance with this Clause 7.7 shall accrue on the unpaid amount from the due date to the date of actual payment (after as well as before judgment). Interest shall be calculated on the basis of a year of 365 days and the actual number of days elapsed shall accrue and be compounded daily from the due date. For the purposes of this Clause 7.7, the interest rate shall be four (4) per cent above the base rate of Lloyds TSB Bank plc from time to time.

## 8. LIABILITY

- 8.1 Nothing in this Agreement shall exclude or limit the liability of any party for:

- 8.1.1 death and/or personal injury resulting from the negligence of that party or its directors, officers, employees, contractors or agents;
- 8.1.2 fraud and/or fraudulent misrepresentation by it, or its directors, officers, employees, contractors or agents; and
- 8.1.3 any other losses to the extent they are not capable of being excluded or limited by law.

- 8.2 Subject to Clause 8.1 and provided that this Clause 8 shall not affect the Customer's obligation to pay the Charges, neither party shall under any circumstances whatsoever be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

- 8.2.1 any loss of profit, loss of revenue, loss of goodwill, loss of data or loss of anticipated savings (whether direct or indirect); or
- 8.2.2 any loss that is an indirect or secondary consequence of any act or omission of the party in question.

- 8.3 Subject to Clause 8.1, the maximum aggregate liability of Simpson Associates for claims, losses or damages under this Agreement in contract, tort (including negligence), misrepresentation, for breach of duty (including strict liability) or otherwise in any Contract Year shall be 125% (one hundred and twenty five per cent) of the total Charges paid or payable by the Customer in respect of the Order Form under which the claim arises and during the relevant Contract Year.

- 8.4 Subject to Clause 8.1, the maximum aggregate liability of the Customer in contract, tort (including negligence), misrepresentation, for breach of duty (including strict liability) or otherwise shall be the total Charges paid or payable by the Customer in respect of the Order Form under which the claim arises, provided that this Clause 8.4 shall not affect the Customer's obligations to pay undisputed and properly invoiced Charges in accordance with this Agreement.

## 9. WARRANTIES

- 9.1 Without affecting the other warranties set out in this Agreement, each party warrants to the other that throughout the Term it has the legal right, full power and authority and all necessary consents, approvals, licences and title to enter into and to perform its obligations under this Agreement and that this Agreement is executed by its duly authorised representatives.



## 10. INDEMNITY

10.1 Provided that the Customer complies with Clause 10.2, Simpson Associates will indemnify the Customer from and against all Liabilities which the Customer incurs or suffers in respect of any claim or action brought against it by any third party during the Term, claiming that the use of any Simpson Associates Software provided or made available to the Customer by or on behalf of Simpson Associates under or in connection with this Agreement infringes a third party's Intellectual Property Rights.

10.2 Subject to Clause 10.1, if any claim is made or threatened to be made against the Customer which may reasonably be considered likely to give rise to a potential Liability under the indemnity in Clause 10.1 (**Claim**), the Customer shall:

10.2.1 promptly give written notice of the Claim to Simpson Associates, specifying the nature of the Claim in reasonable detail;

10.2.2 not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of Simpson Associates;

10.2.3 give Simpson Associates and its professional advisers access at reasonable times to its premises and its officers, directors, employees, agents, representatives and advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, so as to enable Simpson Associates and its professional advisers to examine them and to take copies for the purpose of assessing the Claim; and

10.2.4 give Simpson Associates the conduct or settlement of any negotiations and litigation arising from any such Claim and shall (and shall procure that the affected Customer Group companies shall), at Simpson Associates' written request, give Simpson Associates all reasonable assistance in connection with those negotiations and litigation,

provided always that nothing in this Agreement shall restrict or limit a party's general obligation at law to mitigate a Liability it may suffer as a result of an event that may give rise to a Claim.

10.3 In the event of a Claim which prevents or may prevent the Customer from using the Software and/or Services in accordance with this Agreement, Simpson Associates may (at its discretion) make all reasonable efforts, as soon as reasonably possible, to:

10.3.1 provide the Customer with alternative non-infringing Software and/or Services which shall be capable of use in accordance with this Agreement;

10.3.2 obtain for the Customer the right to use such Software and/or Services in accordance with this Agreement without the infringement of any third party Intellectual Property Right;

10.3.3 promptly replace such Software and/or Services without any degradation in Simpson Associates' ability to provide such Software and/or Services in accordance with this Agreement, so that its use, in accordance with this Agreement, does not infringe any third party Intellectual Property Right; or

10.3.4 terminate this Agreement with immediate effect upon notice to the Customer.

## **PART C: TERM, TERMINATION AND CONSEQUENCES OF TERMINATION**

## 11. TERM

- 11.1 This Agreement shall become effective on the Effective Date and will continue until the expiry of the last to expire of the Order Forms entered into under this Agreement, unless terminated earlier in accordance with the express provisions of this Agreement.
- 11.2 Each Order Form will become effective on the relevant Order Form Commencement Date and shall continue for its Initial Term unless terminated earlier in accordance with the express provisions of this Agreement.

## 12. TERMINATION

### Termination for Convenience

- 12.1 Subject to the terms of the Order Form, either party may terminate this Agreement or any part of it at any time following the third anniversary of the Effective Date on no less than [three (3) months] prior written notice to the other party.
- 12.2 After the Initial Term, unless terminated earlier in accordance with the express provisions of this Agreement, the term of each Order Form shall continue automatically until:
- 12.2.1 Simpson Associates terminates the Order Form by serving (no less than) three (3) months' prior written notice to the Customer; or
- 12.2.2 the Customer terminates the Order Form by serving (no less than) three (3) months' prior written notice to Simpson Associates.
- 12.3 Notwithstanding Clause 12.2, an Order Form may be used for the one-off provision of Services and/or Software if specifically stated in the relevant Order Form.

### Termination for insolvency

- 12.4 Without affecting any rights that have accrued under this Agreement or any of its other rights or remedies, either party may terminate this Agreement immediately (or following such notice period as it sees fit) by giving written notice to the other party if:
- 12.4.1 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case within the meaning of section 268 Insolvency Act 1986, or (being a partnership) has any partner to whom any of the above apply;
- 12.4.2 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 12.4.3 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party (being a company);
- 12.4.4 an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed over the other party (being a company);

- 12.4.5 the holder of a floating charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 12.4.6 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
- 12.4.7 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 12.4.8 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clauses 12.4.1 to 12.4.7 (inclusive); or
- 12.4.9 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

#### Termination for breach

- 12.5 Either party may terminate this Agreement immediately by written notice to the other if the other party commits any material breach of any of the terms of this Agreement and, where the breach is capable of remedy, fails to remedy such breach within 30 days of service of a written notice from the party not in breach, specifying the breach and requiring it to be remedied.

### 13. CONSEQUENCES OF TERMINATION

- 13.1 Following any termination of Simpson Associates' engagement or upon expiry of this Agreement or Order Forms, however it arises:
  - 13.1.1 the Customer's right to receive the Services shall cease automatically with immediate effect;
  - 13.1.2 Simpson Associates shall return to the Customer all Customer Material which is in the possession of Simpson Associates, including the originals and any copies which Simpson Associates may hold of all documents whether Confidential Information or not;
  - 13.1.3 to the extent not already paid, all Charges for the Software and/or the Services shall become immediately due and payable by the Customer to Simpson Associates.
- 13.2 Following any termination of this Agreement and subject to the terms of the relevant Order Form, the Customer shall immediately destroy or return to Simpson Associates (at Simpson Associates' option) all copies of the Software then in its possession, custody or control and, in the case of destruction, certify to Simpson Associates that it has done so.
- 13.3 Following any termination of this Agreement other than as a result of the Customer's breach of any terms of this Agreement or failure to perform its obligations under this Agreement, for a period of two (2) weeks following the date of termination of the Agreement or an Order Form (as appropriate), Simpson Associates shall provide all reasonable assistance to the Customer (at the Customer's expense) to facilitate the orderly transfer of the Services back to the Customer or a third party supplier for a period of fourteen (14) days.
- 13.4 The termination of this Agreement, however it may arise, will not affect the rights, duties and liability of either Simpson Associates or the Customer accrued prior to termination. The provisions which expressly or impliedly have effect after termination will continue to be in force even if this Agreement is terminated.

## **PART D: INTELLECTUAL PROPERTY AND DATA**

### **14. PROTECTION OF PERSONAL DATA**

- 14.1 The Customer shall not transfer any personal data (as defined in Data Protection Laws) to Simpson Associates and shall ensure that any such data is anonymised prior to its transfer to Simpson Associates and such anonymisation meets the requirements of any guidance issued by the DP Regulator from time to time.
- 14.2 Notwithstanding Clause 14.1, to the extent that Simpson Associates is acting as a data processor for and on behalf of the Customer in relation to any activity that it is carrying out arising out of, or in connection with, this Agreement, the terms of Schedule 5 (Data Protection) shall apply.
- 14.3 A detailed description of the Personal Data processing activities undertaken by Simpson Associates in the provision of the Services, including the Personal Data concerned, is set out in the Order Form.
- 14.4 The Customer shall indemnify and hold harmless Simpson Associates from and against any Liability suffered or incurred by Simpson Associates which arises out of, or in connection with, the Customer's breach of Clause 14.1.

### **15. CONFIDENTIALITY**

- 15.1 Each party undertakes to the other in relation to the Confidential Information of the other:

- 15.1.1 to keep confidential all Confidential Information;
- 15.1.2 not to disclose Confidential Information without the other's prior written consent to any other person except those of its employees who have a need to know the Confidential Information;
- 15.1.3 not to use Confidential Information except for the purposes of performing its obligations under this Agreement (and in particular not to use Confidential Information to obtain a commercial, trading or any other advantage); and
- 15.1.4 to keep separate from all other information all Confidential Information in its possession or control.

- 15.2 The provisions of Clause 15.1 shall not apply to Confidential Information to the extent that it is or was:

- 15.2.1 already in the possession of the other free of any obligation of confidentiality on the date of its disclosure;
- 15.2.2 in the public domain other than as a result of a breach of this Clause 155; or
- 15.2.3 required to be disclosed:
- (a) pursuant to applicable law, or the rules of any exchange on which the securities of a party are or are to be listed; or
- (b) in connection with proceedings before a court of competent jurisdiction or under any court order or for the purpose of receiving legal advice,

but only to the extent and for the purpose of that disclosure.

- 15.3 Each party acknowledges that Confidential Information is valuable and that damages might not be an adequate remedy for any breach of this Clause 155 and accordingly a party will be entitled, without proof of special damage, to an injunction and other equitable relief for any actual or threatened breach of this Clause 155.

15.4 The provisions of this Clause 15 shall survive any termination or expiry of this Agreement.

#### PART E: PERSONNEL, SUBCONTRACTING AND ASSIGNMENT

##### 16. PERSONNEL

16.1 The Customer shall indemnify (and keep indemnified) Simpson Associates (and/or any Permitted Subcontractor) in respect of all Liabilities it or they may suffer or incur (whenever arising) which arise out of or in relation to any act or omission of the Customer in respect of any Simpson Associates Personnel prior to the termination or expiry of this Agreement.

16.2 The Customer shall not, at any time throughout the Term and for six (6) months after its termination or expiry, (whether directly or indirectly) offer to employ or engage or otherwise endeavour to entice away from Simpson Associates any Restricted Person without the consent of Simpson Associates.

16.3 The Parties consider that entering into this Agreement and the arrangements pursuant to it will not give rise to a relevant transfer under TUPE as between the Parties (or as between any third party and Simpson Associates or any Permitted Subcontractor) and accordingly no employees of the Customer or any third party will transfer their employment to Simpson Associates and/or to a Permitted Subcontractor in connection with the commencement of this Agreement or any of the arrangements pursuant to this Agreement.

16.4 Any Permitted Subcontractor may enforce any of the provisions of this Clause 16 in its favour.

16.5 The provisions of this Clause 16 shall survive any termination or expiry of this Agreement.

#### PART F: MISCELLANEOUS

##### 17. DISPUTE RESOLUTION

17.1 If a dispute arises out of or in connection with this Agreement (a "**Dispute**") either party may during the term of this Agreement refer the Dispute to a nominated appropriate senior representative of each party who will seek to resolve the Dispute as soon as possible.

17.2 Nothing in this Clause 17 will prevent or delay either party from seeking orders for specific performance, injunctive relief or exercising any rights it has to terminate this Agreement.

##### 18. GOVERNING LAW AND JURISDICTION

18.1 This Agreement and any non-contractual obligations arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by and construed in accordance with the laws of England and Wales.

18.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

##### 19. FORCE MAJEURE

19.1 Any party that is subject to a Force Majeure Event shall not be in breach of this Agreement provided that:

19.1.1 it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and

19.1.2 it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

19.2 If the Force Majeure Event continues for a period in excess of three (3) months then, by notice to the affected party, the other party may terminate this Agreement without liability as of the date specified in the notice. Such termination will not affect the rights of the parties in respect of any breach of this Agreement occurring prior to such termination.

## 20. RIGHTS OF THIRD PARTIES

20.1 Except as expressly provided in this Agreement, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

20.2 Notwithstanding Clause 20.1, the rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

## 21. WAIVER

No failure or delay in exercising any right under this Agreement shall operate as a waiver of any right or remedy arising from such failure or delay or extend to, or affect any other or subsequent failure or delay, or impair any rights or remedies that arise in relation to any such failure or delay or in any way modify or diminish the rights or remedies of the relevant party under this Agreement.

## 22. NOTICES

22.1 Any notice to be given under this Agreement shall be in writing, which subject to this Clause 22.1 shall include email, and shall be deemed to have been duly given if delivered in person, by pre-paid first class post or registered post, by email to the other party at the address, relevant telecommunications number or email address for such party stated below or such other address, telecommunications number or email address as either party may from time to time designate by written notice to the other:

Simpson Associates:

Address: Regency House, Westminster Place, York, YO26 6RW

E-mail: [finance@simpson-associates.co.uk](mailto:finance@simpson-associates.co.uk)

Customer:

Address: [INSERT]

Email: [INSERT]

22.2 All such notices and documents shall be in the English language. Any notice or other document shall be deemed to have been received by the addressee where the notice or other document is sent by:

22.2.1 post, two (2) Business Days following the date of despatch of the notice or other document;

22.2.2 hand, simultaneously with the delivery; and

22.2.3 email, at the time of transmission.

To prove the giving of a notice or other document it shall be sufficient to show that it was despatched, in the case of fax to the correct number, or email, to the correct email address of the recipient.

22.3 This Clause 22 does not apply to the service of proceedings or other documents in any legal action.

23. ANTI-CORRUPTION AND ANTI-BRIBERY

- 23.1 Each party shall comply with all Applicable Laws relating to Bribery including but not limited to the Bribery Act 2010.
- 23.2 Simpson Associates shall not, and shall procure that Simpson Associates Personnel shall not, Bribe in connection with this Agreement or its performance.
- 23.3 The Customer shall not, and shall procure that Customer Personnel shall not, Bribe in connection with this Agreement or its performance.
- 23.4 Each party shall adopt, implement, maintain, enforce and update (as necessary) adequate policies designed to prevent Bribery from occurring. Each party shall provide adequate training to its personnel in order to ensure an understanding of its policy and procedures and their obligations arising from it on a continuing basis.
- 23.5 Each party shall notify the other party promptly in writing upon becoming aware of, or suspecting, any failure to comply with any provisions of this Clause 23.

24. NO PARTNERSHIP

No provision of this Agreement creates a partnership between the Customer and Simpson Associates, nor makes one party the agent, fiduciary or employee of the other party for any purpose. Neither the Customer nor Simpson Associates has authority or power to bind, to agree in the name of, or to create a Liability for the other in any way or for any purpose.

25. ENTIRE AGREEMENT

- 25.1 This Agreement and (and any documents annexed to or specifically incorporated within it) constitutes the entire agreement between the parties and extinguishes all previous agreements, arrangements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. The parties acknowledge that this Agreement has not been entered into wholly or partly in reliance on, nor has either party been given any warranty, statement, promise or representation made by or on their behalf other than as expressly set out in this Agreement (provided that this Clause 25 will not limit the Liability of either party for misrepresentations made fraudulently or dishonestly).
- 25.2 Each party represents, warrants and undertakes that it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 25.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

26. SEVERABILITY

Each provision of this Agreement is severable and distinct from the others. If any provision of this Agreement is or becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law in any jurisdiction, but would be valid, legal and enforceable if the provision were modified, that provision will apply with whatever modification is necessary to make it valid, legal and enforceable. If such modification is not possible, it will to that extent be severed from the remainder of this Agreement and in either case neither the validity, legality and enforceability of the remaining provisions nor the legality, validity and enforceability of such provision under the law of any other jurisdiction will be affected.

27. SURVIVAL

- 27.1 Any termination or expiry of this Agreement (however it may arise) shall not affect the coming into force or the continuance in force of any provision of this Agreement which is expressly, or by implication, intended to come into or continue in force on or after such termination or expiry.

27.2 Notwithstanding anything contained elsewhere in this Agreement, the provisions of Clauses 8, 13, 14, 15, 16, 18 and 25 shall survive the expiry or termination of this Agreement (however it may arise) and shall continue in full force and effect.

## 28. VARIATIONS

Any variation or amendment to this Agreement shall be ineffective unless it is in writing, expressly purports to amend this Agreement and is signed by a duly authorised representative of each party.

## 29. REMEDIES

29.1 The rights and remedies of Simpson Associates provided by the Agreement are cumulative and (unless otherwise provided in this Agreement) are not exclusive of any rights or remedies of Simpson Associates provided by law or in the Agreement.

29.2 The rights of the Customer under the Agreement are the Customer's only rights relating to the subject matter of the Agreement and are to the exclusion of any other rights of the Customer provided by law, other than the right to claim damages for breach of contract which is not otherwise excluded by the Agreement.

## 30. LANGUAGE

This Agreement is drafted in the English language. If this Agreement is translated into any language other than English, the English language version will prevail.

## 31. COUNTERPARTS

31.1 This Agreement may be executed in any number of counterparts by the parties, each of which when executed and delivered shall constitute an original, but all of which together shall constitute one and the same agreement.

31.2 Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just the signature page) by (a) fax or (b) via email in PDF (or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. Whichever method is adopted, but without affecting the validity of this Agreement, each party shall provide the others with the original counterpart as soon as is reasonably practicable.

**This Agreement has been entered into on the date stated at the beginning of it.**



SIGNED BY )  
duly authorised to sign for and on behalf of )  
**[INSERT CUSTOMER'S NAME]** )

SIGNED BY )  
duly authorised to sign for and on behalf of )  
SIMPSON ASSOCIATES INFORMATION SERVICES LIMITED )

## SCHEDULE 1

### Definitions and Interpretation

1. In this Agreement, unless the context indicates otherwise, the following expressions have the following meanings:

<b>Agreement</b>	the terms and conditions of this framework agreement, the Schedules and any Order Form entered into between the parties from time to time.
<b>Applicable Laws</b>	any and all laws, legislation, statutes, regulations, bye-laws, decisions, notices, orders, rules (including any rules or decisions of court), local government rules, statutory instruments or other delegated or subordinate legislation and any directions, codes of practice issued pursuant to any legislation, and voluntary codes that are applicable to the provision or receipt of the Services and/or the Software from time to time.
<b>Authorised Party</b>	each and any agent, employee, contractor, service provider or contractor of the Customer (or a member of the Customer Group) who or which is engaged or employed to provide services to, or for, the Customer or any member of the Customer Group from time to time.
<b>Background Intellectual Property</b>	all Intellectual Property Rights including but not limited to any specific know-how, information or other materials owned or controlled by Simpson Associates prior to the Effective Date of this Agreement or which may be generated or acquired by Simpson Associates independently from the performance of this Agreement.
<b>Bribe</b>	(I) any payment, gift, benefit or advantage of any kind, which is offered, promised, given, authorised, requested, accepted or agreed, whether directly or indirectly (through one or more intermediaries) and whether as an inducement or reward, for any form of improper conduct by any person in connection with their official, public, fiduciary, employment or business role, duties or functions. and/or (ii) anything that would amount to an offence of bribery or corruption under Applicable Law. and <b>Bribes, Bribed, Bribing</b> and other variants of <b>Bribe</b> shall be construed accordingly.
<b>Business Day</b>	any day excluding Saturdays, Sundays and other days on which banks are not generally open for a full range of business in London.
<b>Business Hours</b>	means the hours between 09:00 to 17:00 on Business Days.
<b>Capacity</b>	as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.
<b>Charges</b>	the charges payable by the Customer to Simpson Associates for the Services and Software, as set out in the relevant Order Form.
<b>Claim</b>	has the meaning given in Clause 10.2.

<b>Confidential Information</b>	all information which is identified in this Agreement, or at the time of disclosure, by the disclosing party (or in the case of the Customer, any member of the Customer Group) as being confidential information, or which may be reasonably regarded as the confidential information of the disclosing party (or in the case of the Customer, of any member of the Customer Group), including information relating to the business, finances, affairs, products, developments, trade secrets, know-how, personnel, customers and suppliers of each party (and in the case of the Customer, the Customer Group).
<b>Contract Year</b>	the period of twelve (12) months starting on the Effective Date and each consecutive period of twelve (12) months thereafter during the Term and the shorter period commencing on a day following the end of a Contract Year and ending on the expiry or termination of this Agreement.
<b>Customer Contract Manager</b>	the person appointed to that position by the Customer as set out in the relevant Order Form.
<b>Customer Group</b>	the Customer and each and every Subsidiary Company or Holding Company of the Customer and each and every Subsidiary Company of a Holding Company of the Customer, in each case, from time to time.
<b>Customer Materials</b>	any software, forms, manuals, records or other documents in each case owned by and/or licensed to the Customer or any member of the Customer Group and made available by any of them, from time to time, to Simpson Associates in connection with this Agreement.
<b>Customer Obligations</b>	the obligations to be performed by the Customer under this Agreement or as expressly identified in the relevant Order Form.
<b>Customer Personnel</b>	the officers, agents and employees of the Customer, any member of the Customer Group or contractors appointed by the Customer from time to time.
<b>Data Processing Details</b>	the description of the Personal Data processing activities contemplated by this Agreement, as set out in Appendix 1 to the Order Forms.
<b>Data Protection Law</b>	all applicable laws and regulations pertaining to the security, confidentiality, protection or privacy of Personal Data, as amended or re-enacted from time to time, including (without limitation and to the extent applicable) the GDPR.
<b>Documentation</b>	technical and user documentation whether owned by Simpson Associates or a third party (including user manuals, technical manuals, installation and support manuals, operating standards, specifications and training materials) that describes clearly and in detail the operation and use of the Software and/or the Services including technical and user documentation made available to the Customer under an Order Form (if any).
<b>DP Regulator</b>	a regulatory, administrative, supervisory or governmental agency, body or authority (whether regional, national or

supranational) with jurisdiction over the Personal Data processing activities contemplated by this Agreement.

<b>Effective Date</b>	the date of this Agreement.
<b>Fixed Price Basis</b>	charges for the Services and/or the Software which are stated in an Order Form to be for a fixed price.
<b>Force Majeure Event</b>	any circumstance not within a party's reasonable control including, without limitation: (i) acts of God, flood, drought, earthquake or other natural disaster. (ii) epidemic or pandemic. (iii) terrorist attack, war, commotion or riots, threat of or preparation for war, imposition of sanctions, embargo, or breaking off of diplomatic relations. (iv) collapse of buildings, fire, explosion or accident. and (v) any labour or trade dispute, strikes, industrial action or lockouts. Force Majeure does not include an inability to pay.
<b>GDPR</b>	the European General Data Protection Regulation, namely Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
<b>Good Practice</b>	in relation to any undertakings and any circumstances, the exercise of the degree of speed, skill, care, prudence and foresight which would be expected from a skilled and experienced professional engaged in the same type of task(s) and diligently seeking to comply with its contractual obligations and all Applicable Laws.
<b>Group</b>	the Customer Group or Simpson Associates Group as the context requires.
<b>Holding Company</b>	shall have the meaning given in section 1159 Companies Act 2006 and shall include parent undertakings as defined in section 1162 Companies Act 2006 (each section being as in force at the Effective Date) and the term shall include companies wherever they are registered.
<b>Initial Term</b>	the initial term of an Order Form as set out in the relevant Order Form.
<b>Intellectual Property Rights</b>	all patents, trademarks, trade or business names, logos or strap lines, domain names, copyright, moral rights, know-how, rights to prevent passing off or unfair competition, database rights, rights in designs and all other intellectual property rights, in each case whether registered or unregistered and including applications or rights to apply for such rights and all extensions and renewals of such rights.
<b>Liability</b>	in relation to any matter, all damages, losses, liabilities, costs (including legal costs), charges, expenses, actions, adverse judgments, proceedings, claims, penalties, fines and demands incurred or suffered by or brought or made against the relevant party (and <b>Liabilities</b> shall be construed accordingly).
<b>New Service Provider</b>	means any contractor (or first or subsequent generation subcontractor) at any time appointed (or to be appointed) by

	<p>the Customer (or any member of the Customer's Group) (whether directly, or indirectly via another agent, contractor or subcontractor) to provide the Services or any part thereof or services similar to the Services or any part thereof, in either case otherwise than pursuant to this Agreement, and this definition shall also include but not be limited to any member of the Customer's Group which at any time provides the Services or any part thereof or services similar to the Services or any part thereof (whether for the Customer or on its own account).</p>
<b>Order Form</b>	<p>an order form, substantially in the form set out in Schedule 2, signed by signatories of both parties, for Software and/or the Services.</p>
<b>Order Form Commencement Date</b>	<p>the date specified as such in the relevant Order Form.</p>
<b>Permitted Subcontractors</b>	<p>any subcontractor which Simpson Associates appoints following the Effective Date.</p>
<b>Personal Data</b>	<p>the personal data (if any) that is processed by Simpson Associates on behalf of the Customer in accordance with this Agreement, as further described in the Data Processing Details.</p>
<b>Professional Services</b>	<p>professional services (if any) which are called off by the Customer in accordance with the relevant Order Form.</p>
<b>Professional Services Commencement Date</b>	<p>the date specified as such in the relevant Order Form.</p>
<b>Quotation</b>	<p>means a quotation provided by Simpson Associates to the Customer in relation to the Software and/or Services.</p>
<b>Rate Card</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) the rates at which the Services which are agreed to be charged on a Time and Materials Basis or Fixed Price Basis by Simpson Associates, if any, (as indicated in the relevant Order Form) will be charged by Simpson Associates;</li> <li>(b) the licence fees for any Software; and</li> <li>(c) the Charges.</li> </ul>
<b>Redundancy Costs</b>	<p>statutory and/or contractual redundancy payments, payments in lieu of notice and/or claims for unfair dismissal, notice pay and/or wrongful dismissal.</p>
<b>Restricted Person</b>	<p>anyone employed or engaged by a party who could materially damage the interests of that party if they were involved in any Capacity in any business concern which competes with Simpson Associates' business and with whom the other party dealt in the six (6) months before termination or expiry of this Agreement.</p>

<b>Security Incident</b>	<p>(a) the unlawful or unauthorised processing of Personal Data; or</p> <p>(b) any other security incident affecting the Personal Data (including (without limitation) a personal data breach as defined in the GDPR).</p>
<b>Services</b>	all services provided by Simpson Associates under this Agreement, which may include Support Services, Professional Services, and Training Services.
<b>Services Commencement Date</b>	in respect of an Order Form, the date on which Simpson Associates is to commence provision of the relevant Services (if applicable) as set out in the relevant Order Form.
<b>Simpson Associates Delivery Manager</b>	the person appointed to that position by Simpson Associates as set out in the relevant Order Form.
<b>Simpson Associates Personnel</b>	those agents, directors, officers and employees of Simpson Associates engaged from time to time in performing Simpson Associates' obligations under this Agreement, together with the Permitted Subcontractors and any agents, directors, officers and employees of the Permitted Subcontractors who are so engaged.
<b>Simpson Associates Software</b>	any software or applications which are proprietary to Simpson Associates and which is or will be used by Simpson Associates for the purposes of providing the Services and Software and all modifications, enhancements and upgrades to such software during the Term.
<b>Software</b>	any software made available by Simpson Associates to the Customer under this Agreement as identified in an Order Form which may comprise of Simpson Associates Software, and if different, Supported Software or software which is the subject of the Professional Services.
<b>Specification</b>	the Customer's requirements in respect of the Services and/or Software as have been agreed in writing with Simpson Associates as set out in the relevant Order Form.
<b>Subsidiary Company</b>	shall have the meaning given in section 1159 Companies Act 2006 and include subsidiary undertakings as defined in section 1162 Companies Act 2006 (each section being as in force at the Effective Date) and the term shall include companies wherever they are registered.
<b>Supported Software</b>	software in respect of which Simpson Associates provides Support Services as more particularly set out in the relevant Order Form (if any).
<b>Support Services</b>	the support and maintenance services set out in the relevant Order Form (if any).
<b>Support Services Commencement Date</b>	the date specified as such in the relevant Order Form.
<b>Term</b>	the term of this Agreement as set out in Clause 11.1.

**Time and Materials Basis** the pricing set out in the Rate Card in accordance with which the Services which are payable on a time and materials basis.

**Training Services** the training services set out in the relevant Order Form (if any).

**TUPE** the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time.

**VAT** value added tax, as provided for in the Value Added Tax Act 1994, and any tax replacing the same or of a similar nature.

**Vendor** a third party who licenses Software to Simpson Associates or the Customer (as appropriate).

2. Unless the context otherwise requires, the singular shall include the plural and vice versa and words denoting any gender shall include all genders.
3. The Schedules are incorporated as part of this Agreement.
4. Clause headings are inserted only for convenience and are in no way to be construed as part of this Agreement.
5. References to any statute or any section of any statute include any statutory amendment, modification or re-enactment and instruments and regulations under it in force from time to time, unless the contrary is stated. References to any rules, regulations, codes of practice or guidance include any amendments or revisions from time to time.
6. For the avoidance of doubt, should there be any inconsistency between any of the provisions in the main body of this Agreement and any of the Schedules attached; the provisions in the main body of this Agreement shall prevail.
7. If there is any conflict between the Schedules and/or any appendices to the Schedules and/or any other documents referred to in this Agreement, the conflict shall be resolved in accordance with the following order of precedence:
  - 7.1 the Agreement;
  - 7.2 the Schedules to this Agreement and the Order Form;
  - 7.3 and any other document referred to in this Agreement or any other document attached to this Agreement.
8. References to a "**month**" are to a calendar month and "**year**" are to a calendar year.
9. Use of the words "**include**", "**includes**", "**including**" and "**included**" will be construed without limitation, unless expressly stated to the contrary.
10. In the event of a conflict between any provision of this Agreement (excluding the Order Form, Schedules and the Appendices) and an Order Form, the Schedules and/or Appendices, the provisions of this Agreement (excluding the Order Form, Schedules and the Appendices) shall prevail.
11. Nothing in this Agreement shall restrict or limit the parties' general obligation at law to mitigate any Liability it may suffer or incur as a result of an event that may give rise to a claim under this Agreement.

## SCHEDULE 2

### Template Order Form

This Order Form is agreed pursuant to the Framework Agreement for the provision and/or procurement of Software and/or Services dated [Insert Date] entered into between Simpson Associates Information Services Limited and [Insert Company Name].

Unless stated to the contrary below, this Order Form is in addition to all other Order Forms and does not supersede such other Order Forms.

Select the type of Services or Software relevant to this particular Order Form below:

<input type="checkbox"/> Software licensed under this Agreement (if any) which may include Simpson Associates Software incorporating the terms of Schedule 3 to the Agreement, as identified in section 2 of this Order Form.  (complete sections 1 & 2)
<input type="checkbox"/> Support Services (if any) incorporating the terms of the relevant part(s) of Schedule 4 to the Agreement, as identified in section 3 of this Order Form.  (complete sections 1 & 3)
<input type="checkbox"/> Professional Services (if any)  (complete sections 1 & 4)
<input type="checkbox"/> Training Services (if any)  (complete sections 1 & 5)

#### 1. General

<b>Order Form Unique Reference:</b> Click here to enter text.
<b>Order Form Commencement Date:</b> Click here to enter text.
<b>Order Form Initial Term:</b> Click here to enter text.  [NB – There may be different start dates for services where a combination of services is being provided (e.g. software development services, with support and maintenance services to be provided following acceptance). If so, the different start dates of the relevant services should be identified here.]
<b>Change Control Procedure:</b> Click here to enter text.
<b>Documentation:</b> Click here to enter text.
<b>Roles and Responsibilities / Named Resources</b>  [Set out roles and responsibilities of each party]
<b>Simpson Associates Delivery Manager:</b> Click here to enter text.
<b>Customer Contract Manager:</b> Click here to enter text.



**Other:** Click here to enter text.

**Data Processing Details:** As set out in Appendix 1 to this Order Form.

**Customer Obligations (in addition to those set out in the Agreement):** [Insert any additional obligations on the Customer]

## 2. Software licensed (or sub-licensed) under this Agreement

**Software licensed under this Agreement (if any):**

**Tick the box for the Software licensed under this Agreement (if any)**

Simpson Associates Software

Is the Customer entitled to modify, merge or combine any Simpson Associates Software with any other software?

[Y/N]

**Delivery date (if any):**

[Set out the date(s) for delivery under this Order Form]

**Software licence Charges and payment due date (if any):**

Software licence Charges: [£[●] [per annum]]

Due date for payment: [INSERT DATE]OR[INSTALMENT DATES]

### 3. Support Services

#### Support Services (if any):

Tick the box(es) for the Support Services to be provided (if any) and the relevant terms that apply to this Order Form:

- Standalone Support Services incorporating the supplemental terms set out in Schedule 4 Part 2
- Other

#### Support Services Commencement Date (if different from Order Form Commencement Date):

[INSERT DATE]

#### Renewal date:

[INSERT DATE]

#### Supported Software

- The Software identified in Section 2 of this Order Form; or
- Other [Insert details of Supported Software if different to the Software identified in Section 2 of the Order Form]

#### Support Services Charges and due dates for payment:

Support Services Charges: [£[●] per annum]

Due date for payment: [[INSERT DATE] [and each anniversary of that date during the term of this Order Form].

#### Additional charges applicable if the timescale for performance of the Support Services is delayed (see Clause 4.4 of the Agreement):

[Duration of delay after which the day rate applies (if any).]

[Day rate for delays (if any).]

#### Software licence Charges and payment due date (if any):

Software licence Charges: [£[●] [per annum]]

Due date for payment: [INSERT DATE]OR[INSTALMENT DATES]

#### 4. Professional Services

<b>Type / description of Professional Services being provided (if any):</b> [e.g. installation, development, testing etc.]
<b>Professional Services Commencement Date (if different from Order Form Commencement Date):</b> [INSERT]
<b>Timescales for performance of the Professional Services:</b> [INSERT]
<b>Identify the software to which the Professional Services relate:</b> <input type="checkbox"/> Simpson Associates Software <input type="checkbox"/> Other (if any)
<b>Is the output of the Professional Services subject to any acceptance testing under Clause 4.12?:</b> [Y/N] [If Y, specify the acceptance test criteria and timescales for performance.]
<b>Professional Services Charges and due date for payment:</b> Professional Services Charges: [£[●]] Payment due date: [INSERT DATE] <b>Additional charges applicable if the timescale for performance of the Professional Services is delayed during a Pause (see Clause 4.4 of the Agreement):</b> [Duration of delay after which the day rate applies (if any).] [Day rate for delays (if any).]

#### 5. Training Services

<b>Training Services Commencement Date (if different from Order Form Commencement Date):</b> [INSERT]
<b>Timescales for performance of the Training Services:</b> [INSERT]
<b>Type / description of Training Services being provided (if any):</b> [INSERT]

**Identify the software to which the Training Services relate (if any):**

- Simpson Associates Software
- Other (if any)

**Training Services Charges and due date for payment (if any):**

Training Services Charges: [£[●]]

Payment due date: [INSERT DATE]

**Additional charges applicable if the timescale for performance of the Training Services is delayed (see Clause 4.4 of the Agreement):**

[Duration of delay after which the day rate applies (if any).]

[Day rate for delays (if any).]

APPENDIX 1

Data Processing Details

<p><b>(A)</b></p>	<p><b>Subject matter, nature and purpose of the processing of Personal Data under this Agreement</b></p>	<p><b>Subject matter</b></p> <p>The provision of the Software by Simpson Associates to the Customer.</p> <p><b>Nature</b></p> <p>Processing activities, such as [insert the data processing activities to be undertaken – eg: storage, retrieval, analysing, data collection and data transfer in the context of offering software solutions to the Customer]<sup>1</sup> will all be undertaken by Simpson Associates.</p> <p><b>Purpose</b></p> <p>Personal Data is processed in order to [insert purpose of the provision of the processing (eg [provide the Software and associated support (including fixing any defects or faults with the Software (if any))]].</p>
<p><b>(B)</b></p>	<p><b>Duration of the processing of Personal Data under this Agreement</b></p>	<p>[Insert details of how long Personal Data will be processed for under this Agreement (e.g. For the term of this Agreement, namely [●] years unless this Agreement is terminated earlier in accordance with its terms)]<sup>2</sup></p>
<p><b>(C)</b></p>	<p><b>Type of Personal Data processed under this Agreement</b></p>	<p><b>Personal Data</b></p> <p>[Insert categories of Personal Data processed – eg: contact data (name, address, email address, phone numbers), gender, behavioural data, demographic data]</p> <p><b>Special Categories of Personal Data</b></p> <p>[Insert details of any special categories of personal data that are processed – ie: Personal Data relating to racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning sex life or sexual orientation]</p> <p><b>Criminal Records Data</b></p> <p>[Insert details of any criminal records data that is processed]</p>
<p><b>(D)</b></p>	<p><b>Categories of data subjects of the Personal Data processed under this Agreement</b></p>	<p>[Insert details of the categories of the individuals to whom the Personal Data relates – eg: past, present and prospective customers; past, present and prospective employees and personnel]</p>

<sup>1</sup> Text highlighted blue will need to be tailored for each Contract.

<sup>2</sup> Might Simpson Associates want to retain post expiry of this Agreement?

By signing this Order Form, the Customer acknowledges that the Services and Deliverables identified in this Order Form are based on its requirements as notified to Simpson Associates.

Signed for and on behalf of **Simpson Associates Information Services Limited**

Signed for and on behalf of **[Insert Company Name]**

**Signature** .....

**Name** .....

**Title** .....

**Date** .....

**Signature** .....

**Name** .....

**Title** .....

**Date** .....

SCHEDULE 3

**Not required**

SCHEDULE 4

**Standalone Support Services**

**1. DEFINITIONS**

1.1 Unless otherwise defined in Schedule 1 of the Agreement, the definitions and rules of interpretation in this Paragraph 1 apply to this Schedule 4:

- Call Priorities** has the meaning given in Paragraph 2.2.3.
- First Response** has the meaning given in Paragraph 3.1.
- Help Desk** means Simpson Associates' telephone help desk.
- Services Matrix** has the meaning given in Paragraph 2.2.3. and
- Standalone Support Services** the "software support" and "application support" services that Simpson Associates performs for the Customer with respect to the Supported Software, as set out in Paragraph 2.2 of this Schedule 4.

**2. SCOPE**

2.1 Where Standalone Support Services are to be provided as specified in an Order Form, Simpson Associates shall perform the Standalone Support Services in respect of the Supported Software identified in the Order Form subject to and in accordance with this Schedule 4.

2.2 The Standalone Support Services provided by Simpson Associates' under this Schedule 4 shall comprise the following support:

- 2.2.1 "software support" – if the Supported Software is not working to the relevant applicable specification; and
- 2.2.2 "application support" – if the Supported Software is working to the relevant applicable specification but the Developed Software is not working in accordance with the applicable specification and user acceptance tests agreed between the parties.

**Call Priorities**

2.2.3 The call priorities referred to as Priority 1 – 5 (inclusive) (**Call Priorities**) are set out in the Services Matrix below (**Services Matrix**).

Priority	Impact	Definition of Priority Level
1	System Down	Use of the Supported Software or application in a production environment is not available or critically affected; no acceptable workaround or alternative solution available.
2	Severe Operational Impact	Use of the Supported Software or application in a production environment is seriously affected; no acceptable workaround or alternative solution available.
3	Major Operational Impact	Use of the Supported Software or application is restricted; an acceptable workaround or alternative solution may be available.



4	Minor Operational Impact	Use of the Supported Software or application is generally unaffected; an acceptable workaround or alternative solution is either available or not required.
5	Information Advice Request	Request for information, enhancement product or configuration clarification.

### 3. KEY SUPPORT COMPONENTS

#### Call Response

- 3.1 This reflects the maximum elapsed time taken by Simpson Associates to respond when opening a new case requiring support assistance from the Customer via the Help Desk. It is not the time taken to resolve the call. The service levels, with reference to the Services Matrix, the Call Priorities and call resolutions set out in this schedule are:

#### First Response

- 3.1.1 The first response to logging a support call will be two (2) Business Hours, irrespective of the method of logging a call. In this time a Simpson Associates support consultant will make contact with the Customer, confirm details of the call, prioritise the call, begin the root cause analysis and advise the Customer of the appropriate course of action (**First Response**).

#### Response Priorities

- 3.1.2 Following the First Response, a Simpson Associates support consultant will work on Priority 1 – 3 calls continuously until there are no further actions to progress at that time. A Simpson Associates support consultant will then advise the Customer that the call is either resolved or awaiting further information prior to continuing the resolution. Priority 4 – 5 calls will be similarly processed unless a Simpson Associates support consultant is required to progress a Priority Level 1 to 3 call in which case the Customer will be informed by Simpson Associates and an appropriate resumption of response shall be agreed.

#### Guaranteed Response

- 3.1.3 There are no guaranteed resolution times for any level of Standalone Support Services. The variables that will determine the response times include the relevant Vendor's response to problems identified, the infrastructure modifications that may be required, the user interventions that may be required and the alternative procedures that may need to be developed and agreed between Simpson Associates and the Customer.

#### Call Reference Number

- 3.2 Each Customer service request or query received by the Help Desk by any medium (telephone, email, website, portal) is allocated a unique reference number known as a "ticket". The unique identifier enables the Customer's representative and the relevant Simpson Associates support consultant to track the ticket until it is resolved. All tickets are visible online via the Simpson Associates support portal.

#### Remote Systems Diagnosis

- 3.3 Simpson Associates subscribes to various services to deliver certain aspects of remote diagnosis. Connections are established via a secure browser based connection. The Customer

may be required to download a client application to enable the remote diagnosis service. Remote diagnostic sessions may be recorded for later review and for audit purposes.

#### Call Resolutions

- 3.4 Simpson Associate shall provide the following call resolution action as determined by the allocated Call Priorities detailed in the Services Matrix.

#### Software Support Services

- 3.4.1 Simpson Associates will recommend an alternative procedure if one exists, explore alternative means of achieving the same business outcome and document the fault with a view to demonstrating to the Vendor that the Supported Software is failing to meet its specification and the Vendor initiating an appropriate course of action; it being acknowledged that Simpson Associates cannot guarantee any given action by the Vendor.
- 3.4.2 Where necessary, Simpson Associates will escalate to the Vendor with a view to the Vendor identifying either a pre-existing remedy or creating a new remedy (providing the Customer is entitled to subscription and support from that Vendor with respect to the Supported Software).

#### Application Support Services

- 3.4.3 Simpson Associates will determine the IT infrastructure environmental influences that may have caused the application to fail to meet the Customer specifications previously achieved. Simpson Associates will investigate the user interaction with the Supported Software application, the dependencies in the infrastructure environment, the processes that may be required to support the functionality and any other factors that may be considered appropriate.
- 3.4.4 If a resolution can be determined Simpson Associates will test the remedy and once satisfied advise the Customer of the processes to resolve the problem. In the event that a resolution cannot be determined Simpson Associates will recommend a “work around” if one exists and if not explore alternative means of achieving the same business outcome.
- 3.4.5 If changes to the Application are required to resolve the problem to the Customer's satisfaction we will agree them with the Customer prior to implementation, develop the changes to the Supported Software application in the test environment, implement the changes in the test environment and fully test to ensure the issue is resolved, without any consequential effect on either the Supported Software or the relevant application and then implement the changes in a live environment.
4. PROVISION OF SERVICE
- 4.1 Help Desk support will be provided by Simpson Associates in accordance with the Services Matrix either on the Customer's premises, or remotely by Simpson Associates via remote systems.
- 4.2 Simpson Associates will obtain appropriate remote access licences and permissions to allow it to perform the Standalone Support Services using its own equipment and remote systems. It will, however, be the responsibility of Customer to ensure that Simpson Associates is entitled to make use of the remote systems in order to perform the Service at no additional cost to Simpson Associates.
- 4.3 Simpson Associates shall provide Help Desk support between the hours of 09:00 – 17:30 on Business Days.

- 4.4 Simpson Associates will not be liable in respect of any defect in or delay in the Standalone Support Services to the extent that the same results from any inaccuracies, inadequacies or defects in the Customer's data or its business policies or procedures.
- 4.5 Requests for service will be made by Customer Representative and Simpson Associates shall not be required to comply with any request made otherwise than by Customer Representative.
- 4.6 The Customer may request, or Simpson Associates' support consultant may recommend, use of Remote Systems. This will be provided to the Customer at a mutually agreed time and for sufficient duration to allow the purpose of that call to be completed. There will be no limit to the usage of this aspect of the Service subject to the scheduling of the communication link and the availability of Simpson Associates' support consultant.
- 4.7 The Customer shall place calls for support in accordance with this Paragraph 4.7 and Simpson Associates will use all reasonable endeavours to respond to accepted calls logged and received during Business Hours within two (2) working hours and will allocate resources according to the nature of each such accepted call.
- 4.8 Simpson Associates will notify Customer Representative of any calls that are not accepted under this Agreement.
- 4.9 The Customer may escalate a support request by telephoning the Help Desk and requesting that the issue be escalated. The Customer will need to provide the relevant ticket number(s) and the reasons why the ticket should be escalated, such as the business impact, pending deadlines, or issue age and severity. The ticket will be reviewed and, if applicable, it will be reassigned to the Support Services Manager. Simpson Associates, the support services manager or support services director will contact the Customer Representative to work on an action plan to solve the issue.
- 4.10 All contact with Simpson Associates must be made by official channels of communication;
- 4.10.1 By Portal: <http://helpdesk.simpson-associates.co.uk> – filling out the request for a support ticket and submitting directly to the Helpdesk. User account and contact details shall be provided to the Customer when an Order Form is agreed.
- 4.10.2 By Telephone: 0800 389 8636 – giving details of the issue to a Simpson Associates support consultant.

By email: [help@simpson-associates.co.uk](mailto:help@simpson-associates.co.uk) – emails should contain all relevant contact information together with a detailed description of the issue.

## SCHEDULE 5

### Data Protection

#### 1. DEFINITIONS AND INTERPRETATION

- 1.1 Terms defined in the Data Protection Law shall have the same meaning when used in this Agreement.
- 1.2 References to a law of the European Union include a reference to that law as incorporated into the laws of the United Kingdom at any time after the United Kingdom ceases to be a Member State of the European Union.

#### 2. PROTECTION OF PERSONAL DATA

- 2.1 Each party shall comply with Data Protection Law and take all such steps reasonably requested by the other to assist the other in complying with the obligations applicable to the other under Data Protection Law, subject to reimbursement by the Customer of Simpson Associates' reasonable costs.
- 2.2 The parties acknowledge and agree that, for the purposes of the Data Protection Law, Simpson Associates acts as a data processor in its processing of Personal Data on behalf of the Customer (as data controller) in the performance of Simpson Associates' obligations under this Agreement.
- 2.3 The Customer shall not do, or omit to do, any act which causes or contributes to a breach of Data Protection Law by Simpson Associates.
- 2.4 Further information about the Personal Data processing activities contemplated by this Agreement is set out in the Data Processing Details.
- 2.5 Simpson Associates shall:
  - 2.5.1 only process the Personal Data for the purposes of performing its obligations under this Agreement and in accordance with the written instructions given by the Customer from time to time, unless Simpson Associates is subject to an obligation under applicable law (including Data Protection Law) of the European Union or a member state of the European Union to do otherwise, in which case Simpson Associates shall (to the extent permitted by law) notify the Customer in advance of that legal obligation;
  - 2.5.2 notify the Customer immediately if, in Simpson Associates' opinion, an instruction from the Customer breaches a requirement of Data Protection Law); and
  - 2.5.3 Simpson Associates shall implement and maintain all adequate and appropriate technical and organisational measures and controls to prevent unauthorised or unlawful processing of Personal Data and accidental loss, destruction, damage, theft, use or disclosure of such Personal Data, and shall protect against any anticipated threats or hazards to the security or integrity of the Personal Data, and detect and prevent unauthorised processing of, or unauthorised access to, the Personal Data, and such measures shall at a minimum meet the standard required by Data Protection Law, including (without limitation) the standard required by Article 32 of the GDPR, even if Simpson Associates is not subject to the requirements of the GDPR.
- 2.6 Simpson Associates shall ensure that all personnel with access to Personal Data are subject to a contractual duty of confidence to hold the Personal Data in strict confidence to the standard required by this Agreement.
- 2.7 Simpson Associates shall, at the Customer's request and cost, provide the Customer with the assistance that is contemplated by Article 28(3)(f) of the GDPR.

- 2.8 Simpson Associates shall provide the Customer with the assistance that is contemplated by Article 28(3)(e) of the GDPR.
- 2.9 Simpson Associates shall not subcontract the processing of Personal Data to a subprocessor without the prior written consent of the Customer. In the event that the Customer provides its consent, Simpson Associates shall (prior to the subprocessor processing the Personal Data) enter into an agreement with the subprocessor on terms that provide no less protection for the Personal Data than those set out in this Paragraph 2 and shall ensure that the agreement remains in force for the duration of the subprocessor's processing of Personal Data. Simpson Associates shall remain fully liable for the acts and omissions of each subprocessor.
- 2.10 Simpson Associates shall, at the Customer's cost, securely return to the Customer or securely destroy the Personal Data, together with all copies in any form and in any media, in Simpson Associates' power, possession or control promptly following the earlier of: (i) termination or expiry of this Agreement; (ii) a request from the Customer; or (iii) if Simpson Associates no longer needs the Personal Data in connection with the performance of its obligations under this Agreement, provided always that Simpson Associates may retain copies of the Personal Data if it is required to do so under applicable law (including Data Protection Law) of the European Union or Member State law.
- 2.11 Simpson Associates shall provide, at the Customer's cost, the Customer with all information that is necessary to enable the Customer to verify Simpson Associates' (and each subprocessor's) compliance with this Paragraph 2. Notwithstanding the above the Customer shall, on reasonable notice, (save in the event of a Security Incident) be entitled to inspect, test and audit or appoint representatives to inspect, test and audit, all facilities, premises, equipment, systems, documents and electronic data relating to the processing of Personal Data by or on behalf of Simpson Associates and Simpson Associates shall cooperate and assist the Customer (and its representative) with each inspection, test and audit.

SCHEDULE 6

**Not required**